

NOTICE INVITING TENDER
FOR
DISPOSAL OF RECYCLABLE AND NON-RECYCLABLE WASTE FROM
MATERIAL RECOVERY FACILITIES IN CMC AREA

TENDER NO. 1737/140

Date. 25.07.2022

2022-23

Office of the Commissioner, Cuttack Municipal Corporation,
Cuttack - 753009

Disclaimer

The information contained in this bid document provided to the Bidder(s), by or on behalf of Cuttack Municipal Corporation (hereinafter referred to as "CMC") or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this bid document and all other terms and conditions subject to which such information is provided.

The purpose of this bid document is to provide the Bidder(s) with information to assist the formulation of its Proposals. This bid document does not purport to contain all the information each Bidder may require. This bid document may not be appropriate for all persons, and it is not possible for CMC, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this bid document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this bid document and where necessary obtain independent advice from appropriate sources. CMC, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the bid document.

CMC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this bid document.

SCHEDULE OF BIDDING PROCESS

CMC would endeavor to adhere to the following schedule from the date of issue of notification during the Bidding Process

Events	Date
Bid Publishing Date	25.07.2022
Last Date and time of Submission of Application/Proposal	04/08/2022 till 1700 PM
Mode of submission of Proposal	Regd. Post/Speed Post/Courier
Place of Submission of Proposal	Diary Section, Cuttack Municipal Corporation
Date of opening of technical bid	05/08/2022 at 1130 Hrs.
Responsible Officer	Deputy Commissioner (Sanitation), Biju Bhawan, Choudhury Bazar, Cuttack-753009 Email: dcsanitationcmc@gmail.com
Email for Communication	mccmc@nic.in
Bid Document Fee	Rs.2000/- (Inclusive of GST) in the form of Demand Draft.
Earnest Money Deposit	Rs.20,000/- (Rupees Twenty Thousand Only) to Commissioner, Cuttack Municipal Corporation

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**Office of the Commissioner: Cuttack Municipal Corporation
: Cuttack: Choudhury Bazar: Cuttack-753009:**

Bid No.: 1737/Ho

Date: 25.07.2022

Invitation for Bids (IFB)

Cuttack Municipal Corporation intends to issue Invitation for Bids for selection of Buyer for disposal of Recyclable and Non-recyclable Waste in Cuttack Municipal Corporation Material Recovery Facility collected from 59 wards of Cuttack Municipal Corporation Area.

1. Cuttack Municipal Corporation invites Bids from eligible buyers for disposal of Recyclable and Non-recyclable Waste in Cuttack Municipal Corporation Material Recovery Facility for a period of 3 (Three months).
2. Bid documents may be downloaded from the website of Cuttack Municipal Corporation at <http://cmccuttack.gov.in/> from **25.07.2022** onwards.
3. Bid must be submitted to the office of the Commissioner, Cuttack Municipal Corporation, Biju Bhawan, Choudhury Bazar, Cuttack-753009 on or before **1700 hours** on **04.08.2022** and the opening technical Bid will be on **05.08.2022** at **1130 hours**.
4. The Financial Bid, whose quote shall be highest will be awarded the contract.
5. Other details can be seen in the bid documents.

Note:

1. Bid document fee of **Rs.2000/-** shall be paid in the form of demand draft/ banker's Cheque in favour of Commissioner, Cuttack Municipal Corporation along with the Technical Bids. Otherwise downloaded bid document shall not be considered.
2. Any Corrigendum/Corrigenda issued by CMC to be read along with this bid documents.
3. Commissioner, Cuttack Municipal Corporation reserves the right to revise or amend the notice and/ or the Bid Document, fully or partly.
4. Right to reject any or all offers without assigning any reason thereof is reserved with Commissioner, Cuttack Municipal Corporation.


**Commissioner,
Cuttack Municipal Corporation,
Cuttack**

Memo No.: 1738/Ho

Date: 25.07.2022

Copy:

- 1) The Principal Secretary to the Govt of Odisha, Housing and Urban Development Department, etc. for information.
- 2) The City Engineer, CMC/ DC (Sanitation)/ Health Officer, CMC for information and displaying the same in the notice boards in their offices for publicity.
- 3) The MIS, CMC for upload of the notice in CMC Website.


**Commissioner,
Cuttack Municipal Corporation,
Cuttack**

INSTRUCTION TO BIDDERS & GENERAL TERMS AND CONDITION OF TENDER

1. Cuttack Municipal Corporation shall be hereinafter referred to as CMC or Owner and the successful tenderer (i.e., the tenderer in whose favour the contract may be awarded) shall hereinafter be referred to as the buyer/purchaser.

General Eligibility Criteria:

- The bidder can either be an Individual/Proprietor/Company registered under Companies Act 1956/ Partnership Firm registered under Partnership Act 1932/ Corporation.
- The bidder should have an experience of at least 5 years as on bid due date.

Technical Eligibility Criteria

The applicant should have experience in either or all of the following areas:

- i) Collection & Transportation of Plastic Waste/MSW/C&D Waste.
- ii) Recycling or trading of Plastic Waste
- iii) Operation & Maintenance of Incineration Unit/ Plastic to Oil manufacturing/ Road Construction/ Cement Plant in Burning Kiln.

Financial Eligibility Criteria

The Bidder must have positive Net worth and have an average Turnover of Rs. 2.00 Crore for last three consecutive financial year 2018-19, 2019-20 & 2020-21.

MODE OF SUBMISSION OF TENDER

All tenders must be submitted in the prescribed form only and in sealed cover super scribed with the reference number of the tender enquiry. The tenders must be addressed to Commissioner, Cuttack Municipal Corporation, Choudhury Bazar, Cuttack, 753009 and submitted at Diary section of CMC through Courier/Regd. Post./Speed Post.

Tenderers should enclose inside the sealed cover containing the tender, the following documents:

1. Covering Letter
2. Demand Draft towards Earnest money.
3. The Special as well as General Terms and Conditions of tender, both duly signed by the tenderer.
4. Financial Bid duly filled in and signed by the tenderer. (As placed in Annexure)
5. Attested copy of PAN / Voter ID Card / Pass port /Aadhar Card in case the bidder is an Individual and GST registration / GST Clearance certificate/Income tax clearance certificate / Registration of firm/CIN/Society Registration in case the bidder is and Firm/Company. Individuals shall also submit registration Certificate of GST.
6. Copy of valid authorization of handling hazardous waste and consent letter from CPCB/SPCB in case quoting for hazardous waste as per law/rules 1989.
7. Affidavit regarding non-blacklisting or judicial conviction in any Govt. Organization/Public Sector Unit/Court/Tribunal.
8. No telex / telegraphic / fax quotations will be accepted.
9. Tenderers sending their tenders by post will do so solely at their own risk and CMC will not be responsible for any loss in transit or postal delay.
10. Incomplete tender or tenders submitted with qualifying conditions at variance with the Special as well as General Terms and Conditions of tender are liable to be

rejected summarily.

In the event of CMC's office remaining closed on the day of opening of the tender for any unforeseen reason, the tender shall be received up to 1200 hrs on the next working day for CMC and will be opened immediately thereafter in the presence of such tenderers who may like to be present. CMC shall not entertain any complaint as to the fact that the tenderers were not aware of the exact next working day and it is the responsibility of the tenderers to find out from the office of CMC about such details. CMC does not undertake any responsibility whatsoever to inform any or all the tenderers such changes and it is within the rights and discretion of CMC to take all such decisions and the same shall be binding on all tenderers.

Unless and until specified in the special terms and conditions, enclosed herewith, the validity of the offers submitted by tenderers, shall be kept open for 180 (One Hundred Eighty) days (including, date of tender opening) Please refer to special terms and conditions for any change in general terms and conditions, since for any practical purposes the special terms and conditions shall supersede general terms and conditions.

The tenderers must write their complete postal address correctly and legibly (preferably in Bold letter) so that the sale Acceptance Letter/SO/Agreement are made correctly. CMC shall not be responsible for either delay or non-delivery of SO due to wrong or illegible/incomplete address given in the tender document.

CMC may extend deadline of submission bid at its discretion.

It is the responsibility of the Tenderer to recycle/dispose the waste materials in line with the guidelines of the Relevant Waste Management Rule 2016. It is their responsibility to maintain the environment and social safeguard in line with the above rule or as may be published and notified in the guidelines of CPCB/SPCB or as per Ministry of Forest and climate Change or any other Department of the State/Central Government or Ministry from time to time. Unauthorized disposal violating above rule may ask for cancellation of Contract. Any compensation due to such default shall be recovered from the security deposit with CMC.

EARNEST MONEY/ SECURITY DEPOSIT/ NO OBJECTION CERTIFICATE (NOC)

The tender should be accompanied by Earnest Money Deposit in the form of demand draft drawn in favor of Commissioner, CMC from scheduled commercial Bank. No interest will be payable on the Earnest Money. For the purpose of calculation of Earnest Money, taxes/duties etc. will not be counted.

Earnest money in any other form for example cheque, Bank guarantee, Bid bond, call deposit etc., will not be acceptable to CMC and any request to recoup earnest money from tenderer pending bill or adjustment of the same from previous security deposit if any or from any other amount lying with CMC / Owner shall not be entertained.

In case of unsuccessful tenderers, the Earnest Money will be refunded after the expiry of the offer/execution of Agreement by the successful bidder with CMC.

In case the tender is accepted and after the receipt of the due payments towards full value of the materials including taxes/duties (as per the payment terms stipulated in the Special Terms and Conditions), the Earnest Money deposited by the successful tenderer against each accepted quotation shall be automatically converted into Security Deposit.

In case the tender is accepted and the tender(s)/buyer(s) refuses / fails to make further financial arrangements towards the full value of materials including taxes/duties as stipulated in the Special Terms and Conditions of the tender, the full Earnest Money

against the particular accepted items shall be forfeited without prejudice to the rights of CMC to claim such further damages in this regard without further reference to the tenderers (s)/ Buyer(s).

Security Deposit: 10 % of annual estimated quoted price for estimated quantity as decided by CMC in shape of Bank Guarantee of the accepted items by CMC for due and faithful performance of contract. In case of successful bidder, money deposited as EMD shall be automatically converted into Security deposit and which shall be refunded, upon completion of the work.

No interest is payable by CMC on the Security Deposit. The Security Deposit(s) is/are refundable to the buyer only on fulfillment of all contractual obligations of the buyer(s) to the satisfaction of CMC or his authorized nominee whose certificate in this regard shall be final and binding on the buyer(s).

PAYMENTS:

Buyer shall be required to pay the total sales value including taxes and duties, within 10 days of issue of the Sale Order for fortnightly basis.

Tenderer desirous of availing Central/State GST etc. Concession as per rules must submit the appropriate Central/State GST Declaration Form duly certified by the concerned authority along with the payment, failing which they must deposit the full amount of GST etc. No payment of Sale value will be accepted without the payment of due GST Declaration Form as the case maybe.

Sale value including GST and other charges as applicable must be paid by Demand Draft drawn on any scheduled Commercial Bank in favour of Commissioner, Cuttack Municipal Corporation as directed in sale order.

QUALITY AND QUANTITY:

The goods will be sold on "As is where is basis", so far as the physical condition of the same is concerned. That is to say, the tenderer (s) will be deemed to have made themselves aware of the physical conditions, dimensions, size, weight, working conditions etc. by inspecting the material before submitting their tender and no complaint/claim in this regard will be entertained by CMC after the submission of the tender. The Category wise breakup of MRF Waste is given below and this is just an indicative:

SL No	Type of Waste	Indicative Percentage
1	Black Polythene	3.6%
2	Can	1.4%
3	Card Board	10.18%
4	Glass	10.27%
5	HDPE	3.09%
6	Mild Steel	0.16%
7	LDPE	1.15%
8	Mix Colour Polythene	9.60%
9	MLP	0.15%
10	Paper	2.25%
11	Pet Bottle	7.60%
12	Tin	2.21%

Request for Proposal for selection of Buyer for disposal of Recyclable and Non-recyclable Waste
in

13	PP	1.85%
14	PVC	0.36%
15	Other Combustible (RDF)	46.13%

Tenderers may quote for all or any of the items mentioned in the Financial Bid/ price schedule.

CMC reserves the right to accept or withdraw from sale the materials offered or sale in full or part thereof prior to or after the acceptance of the tender without assigning any reasons whatsoever. In such an event the payment, if any, deposited by tenderer / purchaser shall be refunded by CMC/Owner in due course of time without interest, and thereafter no liability/ compliant whatsoever shall be entertained by CMC/Owners.

CMC reserves the right to accept or reject the highest tender without assigning any reason and the contract of any or all the lots may be allotted by CMC to one or more than one tenderer as CMC may deem fit and no claim/complaint in this regard will be entertained by CMC/Owner.

The quantity of Material lifted will be determined by weighing machine at MRF facilities. The Buyer will lift the material from designated MRF site of CMC after bailing of different category of waste. Contractor has to lift approximate quantity of waste from MRF based on sales order. If any quantity over lifted by the Buyer it shall be immediately informed to CMC. CMC will issue debit note in respect of over lifted quantity and Buyer has to immediately pay to the CMC value of Over lifted Quantity within 7 days otherwise CMC has right to hold next sales order and recover the money from security deposit from the Buyer/Purchaser.

INSPECTION

The materials quoted for may be inspected at the Owners site by prior appointment with the owner and by observing the entry procedure in the Works of the Owners. The discretion to allow any person to inspect the MRF would rest solely with the Owners and the mere fact of producing the tender paper at the concerned works of the Owners will not confer any such right on the person concerned. The material quoted for may be inspected at the appropriate site(s) as indicated in the Financial Bid and tenderers(s), should thoroughly satisfy themselves about the nature, condition and quality of the materials and working conditions. CMC/Owner give no guarantee or warranty as to the conditions of the material or/its quality or its fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about the quality, quantity & condition/ fitness for use shall be entertained by CMC/Owners.

7. PERIOD OF CONTRACT

The period of contract will be for **3 (Three) months** from the date of issue or work order / Agreement with selected Buyer. CMC may terminate the Contract or suspend the Contract as per discretion of CMC/change in law/force majeure or any dispute with Buyer before the contract expire period.

8. GST DUTIES AND LEVIES

All taxes, including GST or other levies, entailing on the transaction under any provincial, local or central taxes in force for the time being or enforced hereafter having its impact on the transaction, will be to buyers account and shall be deposited by him along with cost of the material. In case of incidence of Central Goods & Service Tax on

the transaction the materials will have to be transported by the buyer(s) through a registered Public Transport Contractor across the state border and a copy of goods Receipt duly signed by the consignee will have to be sent by the buyer(s) to the consignor. Whatever rate of GST/other levies etc. if any, be assessed/applicable on the date of actual removal / lifting of materials shall be paid by the buyer(s).

The buyer(s) will be responsible for complying with the provisions of the Central and State GST concerned State and the rules framed there under and also by the order or instruction issued by the appropriate authority.

Tenderer wishing to avail of GST concession against forms may note the following points:

1. Every declaration form should contain registration number of the dealer.
2. GST declaration form should be properly & fully filled up by dealer legibly without any cuttings/over writings.
3. The declaration form should contain GST number dully filled up by GST authority.
4. The signature in the declaration form should match that on the GST registration certificate of the dealer.
5. Registration certificate should be produced as and when demanded by CMC /Owners.
6. Items for which GST declaration form is issued be covered by the regn. Certificate. Items should be clearly mentioned on the form.
7. GST form complete in all respects as above should be submitted along with, the material value payment. Any delay in submission of the same will not be accepted and full tax is to be deposited in such cases.

9. PER TON UNIT RATE BASIS:

Unit rate to be quoted by the tenderer shall be the basic rate and shall not include any taxes, duties & levies element, which shall be extra as applicable. The taxes duties & levies element to be determined later at the time of issuance of Sales Order by CMC or at the time of payment by the successful tenderer.

10. REJECTION CRITERIA:

The bidders are required to submit their offer strictly as per the conditions stated in the bid document and not stipulate any deviation to the tender conditions. Rejection criteria shall include the following;

- a. Earnest money deposit less than stipulated amount or in the form other than stated in tender.
- b. Deviation to any terms / conditions of the tender.
- c. Rates not quoted in line with clause 9.0 of above.
- d. Conditional bid if any.

11. EVALUATION OF BIDS

Evaluation of the bids shall be done on per ton unit rate basis. Bidder quoting highest (H1) total shall be considered for award provided the bid is responsive. In the event of Tie in H1 rates between the Bidders, bid shall be awarded by drawing a lottery.

Unless otherwise specified, all rates and prices in the tender form should be quoted both in figures and words. Tender containing over writing without authentication or revised rates are liable to be rejected. However, the decision to accept or reject such offers by CMC / Owner shall be final and binding on the tenderer. If there will be any

variation indicated in figures and words, the higher of the two shall be considered. This will be basis to arrive at itemized total amount.

Arithmetical errors: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity the unit price shall prevail and the total price will be corrected. If there is a discrepancy between the total amount and the sum of the total prices, the sum of the total prices shall prevail and the total bid amount will be corrected.

11. GENERAL

[a] It should be noted by the tenderer(s) that by entering into this contract, CMC is not precluded for entering into similar contracts with anyone else of their choice at any time during the subsistence of this contract.

[b] CMC shall have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued shall form part of original invitation to tender.

[c] In case offer is not accepted the tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by the tenderers through or in connection with the submission of the offer even though CMC may elect to withdraw the invitation to tender should all invitation to tender be withdrawn or cancelled by CMC for which CMC shall have the right to do so at any time the Earnest Money paid by the tenderers with the tender will be refunded to them in due course without interest.

[d] The tenderers shall have no right to issue addendum to tender documents to clarify, amend, supplement or delete any of the conditions, clause or items stated there in.

[e] The tenderers are required to submit their quotations only in the space provided for that purpose i.e. in "Financial Bid" attached with the tender. CMC/Owners shall not be responsible for rates quoted by tenderers at any other place being missed out during tender opening. No representation in this regard shall be entertained by CMC/Owners from such tenderers.

[f] Unless otherwise specified, all rates and prices in the tender form should be quoted both in figures and in words. Tenders containing overwritten or revised rates are liable to be rejected. Should there be any variation between the rates indicated in figures and words, the higher of the two shall be considered. However, the decision to accept/reject such offer by CMC/Owner shall be final and binding on the tenderer.

[g] In case of a tie (same rate quoted by two or more tenderers) in quotations selected bidders will awarded by drawing a lottery among the price quoted by the Bidders. The decision to accept/reject any/all of the quotation(s) shall be reserved with CMC/owners.

[h] The tenderer shall note that the above general terms and conditions are in addition to the special terms and conditions of tender which forms an integral part of the general terms and conditions of the tender in so far as the general terms and conditions of tender may be altered by the special terms and conditions of tender.

[i] Intending tenderer(s) may obtain any clarification before tendering. Submission of tender implies that the tenderer(s) has obtained all the clarifications required and that he has agreed to all general terms and conditions herein specified as well as Special Terms and Conditions of tender, if any.

[j] The decision of CMC or his authorized nominee in the matter arising out of these sales shall be final in regard to all matters relating to the contract.

[k] Before filing their case in the appropriate courts in Cuttack the tenderer/purchaser must ensure that a proper Registered Notice has been served on CMC/Owners through their Advocate giving a minimum of two months time from the date of receipt of such notice at CMC/Owners for reply.

[l] All kinds of legal proceedings in any matter arising out of the contract shall be triable only by appropriate Civil Court at Cuttack.

12. Tenderer(s) must ensure the following while submitting the tender:

- A. that every page of tender document is duly signed by the tenderer before submitting the tender.
- B. that in all cases, rates quoted in figures as well as in words.
- C. that all alterations, erasure(s) and/or over-writing, if any, in the schedule of rate(s) are duly authenticated by the tenderer's signature.
- D. if stipulating tax, tenderer to state clearly its basis and applicable tax, it shall be duly certified by tax authority in the event of sale order placed on bidder and payment shall be accordingly made to CMC along with certification of authority, failing which full taxes and duties will be applicable.

SPECIAL TERMS AND CONDITIONS OF THE TENDER

The following terms supersedes the relevant clauses of General terms and conditions.

1. PAYMENTS

- (i) The entire cost of materials along with all taxes and duties must be paid within 10 days from issue of Sale Order in fortnightly basis, by the buyer as per Clause 4 of General Terms & Conditions attached here with.
- (ii) All taxes and duties as applicable must also be deposited along with Sale Value.

2. DEFAULT IN PAYMENT BY THE BUYER

In case of default in payment within the time limits specified in the special terms and conditions of tender, the due payment may be made together with additional charges @ 2% per week or part thereof on the Sale amount for the period of delay, within 14 (fourteen) days from the due date. However, CMC reserves the right not to accept the payment with or without the additional charges after the expiry of the above mentioned time limits or even within the aforesaid additional period of 14 (fourteen) days at CMC's sole discretion and in such an event the sale of the items will be automatically cancelled and the Earnest Money/Security Deposit (as the case may be) of the tenderer will automatically stand forfeited and in addition, the terms of the Clause 12 hereinafter will be applicable.

3. FAILING LIFTING BY THE BUYER

In case of any default in lifting the materials by the buyer(s) within the time limits specified in the Special Terms and Conditions of tender, CMC will impose penalty 5% sales order value per week or part thereof and non-lifting of waste more than one month the Security Deposit (as the case may be) will automatically stand forfeited and in addition, CMC has right to terminate the Contract

4. DELIVERY

- I. The buyer(s) shall lift the full materials lying in the lot quoted for by employing their own labour and equipment at their own risk and cost within the time stipulated in the Special Terms and Conditions of Tender or within such time as may be prescribed in the delivery order. The buyer(s) shall lift the materials only from the lots/site space as may be earmarked/demarcated by the Owner from time to time which should be final and binding on the buyer(s) and they shall observe the rules and regulations and working hours as may be fixed by the owner. The buyer(s) shall observe the rules only after fulfilling the provisions of advance payments and issue of Delivery Order by the Competent Authority. The buyer(s) shall follow the procedure for taking the material out of the owner's premises prevailing in the respective works of the Owner. The buyer(s) shall note that no lifting will be allowed on weekly holidays and closed holiday observed by the Owner.
- II. The materials have to be removed on 'As is where is' basis at the buyer(s) own cost. No processing other than as may be required for convenient transportation, will be permitted at the sole discretion of owner before removal from the owner's premises. The buyer shall not be provided with any equipment including dozer, scrapper, gas, power, water facilities etc. by owner. The buyer(s) have to arrange for any of these at their own cost and they shall have to take prior permission from the owner for this purpose.

- III. The locations where the lots are lying are one of the areas of active work. Under no circumstances shall the operation of the buyer(s) interrupt/interfere with normal operation of the owner. Further, the buyer(s) shall not indulge in any operation which could interfere with owner's plant installation, if any, in their area in the vicinity or site.
- IV. If any damage or loss is caused to the employees or the property of the owner or if any claims are made against CMC/Owner by reason of any acts of omission or negligence on the part of the buyer(s) or on the part of their agents, representatives or employees, CMC shall be entitled to recover such losses or damages or claim as may be ascertained by owner (which ascertainment shall be final and binding on buyer(s) from any amount due to the buyer(s) including the advance made / to be made by the buyer(s) as the Security Deposit (as the case may be) without prejudice to CMC's rights to take further action under the contract as well as recover such losses, damages or claim from any other money due or becoming due under any other transaction with CMC/Owner or from the buyer(s) directly.
- V. The buyer(s) shall follow the owner's procedure in regard to the issue of Gate Passes for taking the materials out of the Owner works. The buyer(s) shall use for the above purpose only trucks/vehicles/cranes having area passes recommended by the owner and issued by appropriate authority.
- VI. The Owner shall allow a reasonable number of the Buyer's authorized representatives/ workers trucks at the sole discretion of the Owner for entering into the works site for the purpose of removal and transportation of the materials. The Owner shall have the right to ban entry of any of buyer's representative/workers/trucks at the sole discretion of the owner without assigning any reason.
- VII. The buyer(s) will have to fulfil the safety rules, security rules and be governed by the rules under the Factories Acts etc. for the representatives of the buyer(s) prevailing from time to time. The buyer(s) shall supply safely equipment and appliances such as PPE Kit to their workers at their own cost.
- VIII. It shall be the entire responsibility of the buyer(s) to ensure that their vehicles are not driven with so high a speed or in so reckless or rash manner as to cause an accident or prove to be potential threat to the safety of the traffic. Where speed limit has been fixed, the buyer(s) and their drivers will strictly adhere to slow and safe driving inside the owner's works.
- IX. The buyer(s) shall be fully responsible for the acts of their representatives/worker and shall fully indemnify CMC/ Owner for losses/damage(s) sustained by CMC/Owner. The CMC/Owner will not be responsible for any claim from labour employed by the buyer(s). The buyer(s) shall wholly and fully be responsible for such claim for compensation for accident or injury/death or damage, caused during operation to their employees or to any of the owners' employees or to the owner's property.
- X. The buyer(s) or any of their representatives' worker/agents shall not indulge in any activity which is directly / indirectly prejudicial to CMC/owner interest or any acts of a misappropriation, pilferage or abetting misappropriation or pilferage of Owners property or any attempt thereof to offer or attempt offer gratifications including offering bribe, reward or advantage etc. pecuniary or otherwise to any officer or employees of CMC/Owner. Indulge in any malpractice namely but not

limited to forgery, falsification or fabrication of documents, bills, vouchers, indents, etc. in support or any claim against CMC/Owner for any reduction of any liability or in connection with work of CMC/Owner or indulge in any other act which amounts to an offence punishable under the Indian Penal Code or any other enactment.

- XI. The buyer(s) shall abide by the central/State Labour Legislation as may be applicable from time to time. It shall be the responsibility of the buyer(s) to provide necessary insurance cover to their workers / laborers as may be required under the law.

5. TERMINATION / BREACH OF CONTRACT RISK PURCHASE

- i. In the event of tenderer failure to fulfill any of the tender obligation including not lifting the contracted material under this agreement, CMC decision in this regard to tenderer failure shall be final and binding on the tenderer(s). CMC shall have the full liberty to do any or all of the following.
- ii. Cancel the contract with immediate effect for the material under the contract not taken delivery of by the tenderer as on that date in which case the security deposit shall stand forfeited.
- iii. Retain and/or adjust/recover from tenderer's any amount lying with CMC/Owner to the tenderers-either under this contract or any other contract or which may at any time become payable/refundable to the tenderer either under this contract or any other contract, the amount of losses or damages or claim that might be incurred by CMC/Owner in selling the material under the contract not taken delivery of by the tenderer at tenderer's risk and costs. Even after such recovery/adjustment by CMC from tenderers any amount as mentioned above lying with CMC/Owner, if any further amount is still found payable/refundable by the tenderer, the tenderer shall pay the same to CMC on demand without any objection or demurrage. The decision of CMC in regard to the actual losses incurred by CMC/Owner including the reasonableness of the rate at which CMC/Owner decides, the decision of CMC/Owner shall be final and binding on the tenderer. Provided no loss is incurred by CMC/Owner the tenderer shall only be entitled to the refund of the amount retained by CMC by way of advance payment towards the undelivered stores without any interest.

6. FORCE MAJEURE

CMC/Owner shall not be liable for any failure or delay in performance due to any-cause beyond their control including fires, floods, cyclones, strikes, lockout, closure, pestilence, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Government action, civil commotion, breakdown of machinery, shortage of labour, acts, demands or otherwise any other cause of conditions, beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of CMC/Owner to extend the time of performance on the part of CMC/Owner by the period as may be necessary to enable CMC/Owner to evaluate performance after the cause of delay will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

7. RESOLUTION OF DISPUTES / ARBITRATION

All dispute, controversy or claim between the parties which cannot be mutually

resolved within a reasonable time shall be referred to Civil Court at Cuttack.

Legal Construction: The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within Cuttack Jurisdiction

8. DELIVERY ORDER:

- (a) After receipt of material value (including taxes/duties) in full by CMC the successful tenderers shall lift the entire material allotted to them by employing their own labour and cost, from the Owner site within 5 days from the date of Issue of Delivery Order or within such time as may be prescribed in the Delivery Order.
- (b) The material will have to be removed on 'AS IS WHERE IS BASIS' at the buyer's own cost and expenses. No processing other than dismantling as may be required for convenient transportation will be permitted at the sole discretion of the Owner. The buyers shall not be provided with any manpower or equipment including Dozer, Scrapper, Cranes, Gas, Power, Water or other facilities by the Owner. The buyer has to arrange for any of these at their own cost and they shall take prior permission from Owner for this purpose. While removing the allotted item/material the buyer shall not be disturbed/damaged balance material under disposal.

9. REMOVAL OF MATERIALS

- i. Dismantling and transportation of the goods shall be the responsibility of the buyer at his costs and risks taking all safety precautions.
- ii. The buyer will arrange to remove the materials sold to him and clear the site within the stipulated period mentioned in Delivery Order.
- iii. If at any time, after the Sale order is issued, owner wants to retain any item/items for any purpose, the Buyer should agree to it and necessary deduction will be made from the Sale order value, as per Owner's assessment which shall be binding on the Buyer.
- iv. Normally dispatch of material is allowed only by road.
- v. Owners or its authorized representatives shall have the right to stop dismantling & loading of the materials if they feel that the buyer or his representative are not following the instructions given to them or the lot is not cleared out in accordance with the provisions or Contract.
- vi. Removal and transportation materials shall be done only during office hours. No materials will be allowed to go out after 4.30 p.m. on week days. Similarly, no materials will be allowed to go out on Sundays and holidays.
- vii. No Buyer's men will be allowed to stay inside the Office beyond the above and also on Sundays and Holidays excepting the Security Guards posted by the Buyer to look after the sold goods and his own tools, tackles and other materials.
- viii. The buyer shall not be allowed to store the material on the road sides or other site except buyers plant site which may pollute the environment or cause inconveniences to inhabitants of Cuttack.
- ix. The buyer shall not be entitled to resell any material /items out of the, goods sold to him by Owner while these goods are still lying within the premises of Owner. No delivery of material would be effected by Owner to any persons other than the buyer or his authorized representative.
- x. The buyer shall comply with all statutory provisions as applicable. The Buyer shall not dump or temporary storage point of the lifted material within the CMC Area and if found in later stage of dumping or temporary storage point in CMC Area then his security deposit will be forfeited and contract will be terminated.

Where ever applicable action will be taken as per Criminal Procedure Code of Indian Law.

10. ENGAGEMENT OF LABOUR

- i. The recruitment of labour should generally be in accordance with the labour laws of the Government such as Minimum Wages Act, Employee Compensation Act, ESI Act, EPF Act etc.
- ii. The entry of the employees of the Buyer shall be regulated through the valid gate passes issued by the CMC Security personnel. All rules enforced from time to time in this respect shall have to be followed by the buyer.
- iii. The Buyer shall have to follow all other statutory obligations from time to time as per labour laws of the State of Odisha.

12. SAFETY:

- A. The Buyer's Supervisor in whose name the safety permit is issued shall be responsible to supervise the job in person, ensure its smooth performance and his presence at site during the work shall be deemed compulsory. The safety permits are to be renewed daily before starting the job and after completion of the specific job for which safety permit has been issued the same has to be returned to the authorized representative of the Owner.
- B. The Buyer shall be responsible to follow safety instructions as per the safety permit issued to him and other safety regulations of Owner and will ensure that no accident or damage to either man or machine inside the office premises takes place. Any loss/accident on this score will be dealt in accordance with the Factory rules and Buyer shall be responsible for the same.
- C. Any loss/damage caused to the property of the Owner; has to be made good by the Buyer as per the assessment of the Committee constituted by the Owner Management only whose decision shall be final and binding on the buyer.
- D. All arrangements of removal, loading and transportation of the sold material have to be made by the buyer himself. The Owners does not take any responsibility; for providing equipment or any other consumable to the Buyer for loading/unloading job.

13. SECURITY OF SOLD RECYCLABLE AND NON-RECYCLABLE WASTE:

The Buyer shall make his own arrangement for the security of materials sold to him under the Sale order. The Buyer will be allowed to post Security Guards round the clock and the names of the Security Guards will have to be made available to Owner so that Gate Passes may be issued to them. In no case, Owners will be responsible for any loss or theft of such materials already sold to the buyer nor mere can be any demand on this score of whatsoever nature. The Buyer will be responsible for safe custody of his own tools, tackles and other materials.

14. TRANSFER OF VEHICLES:

It shall be the responsibility of the buyer to get the transfer of vehicles registration done through the Regional Transport Authorities. The cost of transfer registration and any such cost due for the transfer of papers shall be borne by the buyer. CMC / Owner shall only sign transfer papers/ other formalities as required for the transfer of registration in the buyers name only. The vehicles should be commercially registered with RTO, Odisha., The

Drivers of vehicles should have valid license as per RTO.

15. PURCHASE OF HAZARDOUS WASTE:

Purchase of Hazardous waste defined under the hazardous waste (Management & Handling) rule 1989 notified under the environment protection act 1986 are required to have environmentally sound processing technique, efficient pollution control system & valid authentication from the State Pollution Control Board/Pollution Control Committees in Suction Territories of handling such wastes in addition to Compliance of Standards Laid Down under Act. Violation of any provision of the rules and Non-Compliance with the standards are punishable under section 15 of the Same Act.

As such all the purchasers of Waste Oil, Batteries, Non-Fibrous waste particularly Lead, Copper and Zinc "Wastes" are to submit the following clearance Certificates along with the Tender documents at the time of the Tender Opening.

- A. Valid Authorization from the appropriate authorities as per Law of Handling of Hazardous wastes under the Hazardous wastes (Management and Handling) Rules 1989.
- B. Valid consent letters from the State Pollution Control Boards under Air and Water Act.

Even after making it very clear to all Tenderers about submission of authorization letters as stated above, if any tenderer submits his quotation for such specified material, then it shall be presumed that he shall be submitting same later on but before issue of sale acceptance letter by CMC. The security deposit of such tenderers/Purchasers shall automatically stand forfeited who fail to submit the required statutory document within the validity period of sale acceptance letter.

DOCUMENTS FOR BID SUBMISSION

APPENDIX I- LETTER FOR THE BID

[On the letter head of the Bidder]

Dated:

No:
To,
The Commissioner,
Cuttack Municipal Corporation
Cuttack-753009, Odisha

Sub: Bid for a [Project Name]
Dear Sir,

With reference to your RFP dated [RFP publishing date], I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/We acknowledge that CMC will be relying on the information provided in the Bid and the documents accompanying such Bid to select a Bidder for the aforesaid Project and I/we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. The Bid is being submitted for the express purpose of qualifying as a Successful Bidder for the aforesaid Project.
3. I/We shall make available to CMC any additional information it may find necessary or require to supplement or authenticate the submissions.
4. I/We acknowledge the right of CMC to reject our Bid without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, I/we/any of the Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach by [us/any of the Members].
6. I/ We certify that we are not barred by the Government of Odisha, any other State Government in India or the Government of India, or any public agencies from participating in similar projects as on (Bid Submission Deadline).
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP, including any addendum issued by CMC;
 - (b) I/We do not have any Conflict of Interest;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with CMC or any other public sector enterprise or any government, Central or State;
 - (d) I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for me/ us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive, without incurring any liability to the Bidders.
9. I certify that I have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I further certify that in regard to matters relating to security and integrity of the country, I have not been charged by any government agency or convicted by a court of law.
11. I further certify that no investigation by a regulatory authority is pending either against me or against our directors/managers/employees.
12. The Power of Attorney for signing of Bid as per format provided in the RFP, are also enclosed.
13. I/We hereby irrevocably waive any right, which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by CMC in connection with the selection of Bidders or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
14. I/We agree and undertake to abide by all the terms and conditions of the RFP.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date: (Signature of the authorized signatory)

Place:

APPENDIX II: DETAILS OF BIDDER

[On the letter head of the Bidding Company]

Dated:

No:

1. (a) Name:
(b) Address:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/or commencement of business (Please provide a true copy of the incorporation certificate, MOA and AOA if any):
(e) GST No:
(f) PAN No:
(g) CIN:
2. Brief description of the Bidder including details of its main lines of business:
3. Details of individual(s) who will serve as the point of contact/communication from the Bidder Company for CMC:
(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone:
(f) E-mail:
(g) Fax:
4. Particulars of the authorized signatory of the Bidder Company:
(a) Name:
(b) Designation:
(c) Address:
(d) Telephone:
(e) Fax:
5. A statement by the Bidder and each of its Members (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past.
6. Format for the project information sheet

Item	Particulars of the Project
Name of the Bidder	
Category	Experience in Recyclable and Non-recyclable Waste Management or processing/incineration facility
Name of the similar work	
Project location	

Request for Proposal for selection of Buyer for disposal of Recyclable and Non-recyclable Waste
in

Name, address and reference contact (name, designation and contact details) of the client worked	
Contact No of Designated Person	
Date of commencement of the project	
Date of completion/ commissioning	
Short description of the project	
Nature of the services provided	

APPENDIX III: FINANCIAL CAPACITY OF THE BIDDER

[On the letter head of the Bidder)

(In INR)

Bidder type	Annual Turnover		
	Financial Year ending 31 March 2021	Financial Year ending 31 March 2020	Financial Year ending March 2019
Single entity Bidder			

Statutory Auditor

Instructions:

1. The Bidder will provide an Auditor's Certificate with UDIN No specifying the respective Annual Turnover of the Bidder duly certified by Chartered Accountant

APPENDIX IV- POWER OF ATTORNEY FOR SIGNING OF BID
(To be executed on stamp paper of appropriate value)

[I ☐] (name of the company/Agency) incorporated under the laws of India and having its Registered office at ☐ "Company" do hereby irrevocably constitute, nominate, appoint and authorize Mr. /Ms (name), ☐ son/daughter/wife of ☐ and presently residing at ☐, who is presently employed with us and holding the position of ☐, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid for the Project pursuant to the RFP dated ☐ ("RFP") issued by the Cuttack Municipal Corporation ("CMC") and for our selection as Successful

Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences and other conferences and providing information/responses to CMC, representing us in all matters before CMC, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with CMC in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with Cuttack Municipal Corporation

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deed, matters and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Capitalised terms not defined herein shall have the meaning assigned to them under the RFP.

IN WITNESS WHEREOF,..... THE ABOVE NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF
....., 2022

For

(Signature)

(Name, Title and Address)

Witnesses:

(Notarised)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

APPENDIX-V
FINANCIAL BID

Date:

To
The Commissioner
Cuttack Municipal Corporation
Cuttack

Tender Reference No:

Dear Sir,

With reference to above mentioned Tender Reference No. I Mr./Mrs. (Power of Attorney Holder) of Firm Name _____ is submitting below mentioned Rate per MT excluding GST for lifting of Recyclable and Non-recyclable Waste from Designated MRF site at Cuttack Municipal Corporation.

Name of the Work: Lifting of Recyclable and Non-recyclable Waste from Designated MRF Site of Cuttack Municipal Corporation

SL No	Detail of Scope of Work	Unit	Rate in figure excluding GST	Rate in Words excluding GST
1	2	3	4	5
1	Lifting of Recyclable and Non-recyclable Waste from Designated MRF Site of Cuttack Municipal Corporation			
	a) Black Polythene	Metric Ton		
	b) Can	Metric Ton		
	c) Card Board	Metric Ton		
	d) Glass	Metric Ton		
	e) HDPE	Metric Ton		
	f) Mild Steel	Metric Ton		
	g) LDPE	Metric Ton		
	h) Mix Colour Polythene	Metric Ton		
	i) MLP	Metric Ton		
	j) Paper	Metric Ton		
	k) Pet Bottle	Metric Ton		
	l) Tin	Metric Ton		
	m) PP	Metric Ton		
	n) PVC	Metric Ton		
	o) Other Combustible (RDF)	Metric Ton		
	Total (in Rs.)	Metric Ton		

Signature of the Bidder with seal of firm

APPENDIX-VI

List of MRF in Cuttack Municipal Corporation

Sl. No.	MRF Details	Location	MRF Ward No.
1	Biju Bhawan	Choudhury Bazar	21
2	Potapokhari	Potapokhari	54
3	Sartol	Near Dog sterile centre	51
4	Nakei Padia	Chatra Bazar	37
5	IDCO Field	IDCO Field	49
6	Satichoura	Near Satichoura Traffic Point	6

**APPENDIX-VIII
DELIVERY ORDER**

DO No.

Date:

Seller
Cuttack Municipal Corporation
Cuttack

Buyer
Name:
Address:
GST No.:

To,
Authorised Person
MRF, Ward No.
Ref. Sales Order No:

SL No	Material	Approximate Quantity

Abovementioned Quantity are allowed to be lifted by Buyer

Authorized Signatory

Cuttack Municipal Corporation

APPENDIX-IX

**AGREEMENT OF SALE OF RECYCLABLE AND NON-RECYCLABLE WASTE IN
CUTTACK MUNICIPAL CORPORATION MATERIAL RECOVERY FACILITIES
(TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER)**

This agreement is made on the _____ the day of _____ 20__ between Deputy
Commissioner (Sanitation) (Hereinafter called as Seller) AND _____ (Name of the 2ND
PARTY: NGO/ Foundation/ Trust) having its Address of Correspondence at _____
(Hereinafter called as "Buyer")

AND

WHEREAS (a) The "Seller" has decided to sale recyclable and non-recyclable waste lying at
its Material Recovery Facilities in Cuttack Municipal Corporation to the "2nd Party" under the
jurisdiction of Cuttack Municipal Corporation, more fully described in the schedule annexed
separately.

(b) The "Buyer", having represented to the client that he/she has the required professional
expertise, technical skill and resources, has agreed to undertake the lift recyclable and non-
recyclable waste lying at different Material Recovery Facilities situated at different places of
Cuttack Municipal Corporation as per annexed list under the jurisdiction of CMC according to
the terms and conditions set forth in this Agreement;

NOW THEREFORE, the parties hereby agreed as follows:

The following documents attached hereto shall be deemed to form an integral part of this
Agreement: Section 1 - General Conditions of the Agreement Section

The mutual rights and obligations of the Seller and the Buyer shall be as set forth in the
Contract, in particular:

- (i) The Buyer shall lift the recyclable and non-recyclable waste in accordance with the
provisions of the Agreement; and
- (ii) The Buyer shall make payments as Rs. Per Metric Ton from date of commencement of
Contract dd:mm: 202_ for a period of 3(three) months from the date of Commencement to the
1st party in accordance with the provision of the Contract.
- (c) This AGREEMENT shall be governed by and constructed in accordance with the laws of
India.

(d) Commencement and Duration of the Services

The Service Provider shall start the Service on ("the Start Date") and shall
complete them by ("the End Date") unless this Contract is terminated earlier in
accordance with its terms and conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their
respective names as of the day and year first written above.

For and on behalf of the [Seller] [Authorized Representative]

Witness 1:

Witness 2:

For and on behalf of the [Buyer] [Authorized Representative]

Witness 1:

Witness 2:

[Note: If the Buyer consists of more than one entity, all such entities should appear as
signatories]